

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MICHELLE WILSON,

Plaintiff,

-against-

NORTHWESTERN MUTUAL INSURANCE
COMPANY,

Defendant.

Civil Action No. 07 CV 2790
(CLB)

**AFFIDAVIT OF DIANE
KNUEPPEL IN OPPOSITION
TO PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT**

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Diane Knueppel, being duly sworn, deposes and says:

1. I am employed by The Northwestern Mutual Life Insurance Company ("Northwestern Mutual") as a Mentor in its Policyowner Services Communication Division. In May 2005, my position with Northwestern Mutual was Senior Customer Service Representative. In that capacity, I received communications from Northwestern Mutual policyholders and provided service to them.

2. I make this Affidavit in opposition to plaintiff's motion for summary judgment and I base this Affidavit on the business records regularly maintained by Northwestern Mutual in the course of its business and my personal knowledge of Northwestern Mutual's administration of its life insurance policies.

3. I have been advised that plaintiff's motion for summary judgment relies upon a notice dated May 23, 2005 sent by Northwestern Mutual to Kenneth Wilson. That notice, attached hereto as Exhibit "Q", was automatically generated by Northwestern Mutual's administration system when I undertook certain activities at Mr. Wilson's request.

4. In my January 22, 2008 Affidavit in support of Northwestern Mutual's motion for summary judgment (the "January Affidavit"), I stated that Mr. Wilson had requested that Northwestern Mutual refund his last premium payment for his Term Policy and let the Policy lapse (January Affidavit, ¶5). On May 23, 2005, in accordance with Mr. Wilson's request, I closed the Wilson ISA as of May 28, 2005. (January Affidavit, ¶9). Closing the Wilson ISA on May 23, 2005 caused Northwestern Mutual's life insurance administration system to issue Exhibit "Q".

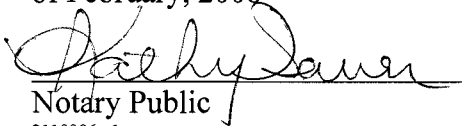
5. Exhibit "Q" states that the paid to date for Policy No. 16-852-105 (the "Term Policy") is May 29, 2005 and that the end of the grace period is June 29, 2005. This was indeed the case as of May 23, 2005. However, as of that date, Northwestern Mutual had not yet arranged for the refund of the premiums Mr. Wilson had paid for the Term Policy for the months of March, April and May 2005.

6. As is set forth in my January Affidavit at paragraph 10, on May 24, 2005 (a day after Exhibit "Q" had been generated), I requested that Northwestern Mutual refund the premiums that Mr. Wilson had paid for the Term Policy to February 2005.

Dated: February 26, 2008
Milwaukee, Wisconsin


Diane Knueppel

Sworn to before me this 26th day
of February, 2008


Notary Public
2119986 v1

Kathy Sauer
Notary Public
State of Wisconsin

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) SS. :
COUNTY OF NASSAU)

I, Lisa Sullo being sworn, say:

I am not a party to the action, am over 18 years of age and reside in West Babylon, New York.

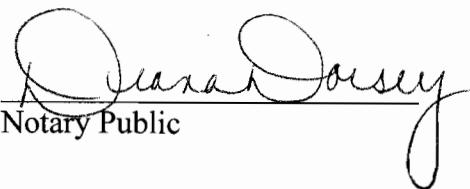
On February 29, 2008, I served the within **Affidavit of Diane Knueppel in Opposition to Plaintiff's Motion for Summary Judgment** by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to each of the following persons at the last known address set forth after each name:

Douglas R. Dollinger & Associates
40 Matthews Street, Suite 101
Village of Goshen
Goshen, New York 10924



Lisa Sullo

Sworn to before me this
29th day of February, 2008



Notary Public

DIANA DORSEY
Notary Public, State of New York
No. 01DO6067959
Qualified in Nassau County
Commission Expires December 24, 20__